

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
BGR Government Affairs, LLC

2. Registration No.
5430

3. Name of Foreign Principal
Republic of India

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The agreement between the registrant and the foreign principal has changed and is outlined in the attached written agreement.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
See attached.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

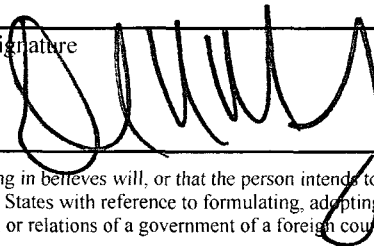
The registrant is engaged in two categories of political activities: monitoring and advising on U.S. policymaking processes with regard to the foreign principal, and arranging meetings with U.S. officials. The means employed included communications to, and meeting and briefings with, U.S. government officials and members of the U.S. media.

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Date of Exhibit B
12/16/2010

Name and Title
Daniel R. Murphy, General Counsel

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Ed Rogers
Chairman

September 13, 2010

The Honorable Meera Shankar
Ambassador of India to the United States
2107 Massachusetts Avenue, NW
Washington, DC 20008

Dear Ambassador,

We are delighted that the Republic of India has agreed to continue its relationship with BGR Government Affairs, LLC ("BGR"). Please accept this letter of agreement ("Agreement") work on your behalf.

Scope of Work: BGR's representation will encompass providing strategic counsel, tactical planning and public relations assistance on policy matters before the US Government, the US Congress, and select state governments, as well as academic institutions and think-tanks. BGR will also provide strategic public relations counsel as needed and as directed by the Embassy.

Fees & Term: In consideration for the services provided by BGR, the Republic of India agrees to pay BGR a fee of US \$350,000.00 for services between September 13, 2010 and March 12, 2011.

Invoicing: An invoice for services provided between September 13, 2010 and October 12, 2010 is attached. BGR will subsequently invoice the Republic of India on October 31, 2010 for professional services provided between October 13, 2010 and November 12, 2010. Thereafter, BGR will continue to invoice the Republic of India on the last day of each month.

Termination & Cancellation: Either BGR or the Republic of India may terminate the Agreement for any reason upon ninety (90) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 90-day notice period.

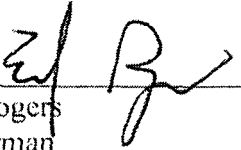
Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

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Please sign both copies of this Agreement and return one to us. We look forward to continuing our relationship with the Republic of India.


BGR Government Affairs, LLC


Ed Rogers
Chairman

Date: _____

9/13/10

The Republic of India


The Hon. Meera Shankar
Ambassador of India to the United States

Date: _____

13th September 2010

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